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**BellSouth Telecommunications, Inc.**

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T.R.A. DOCKET ROOM

May 19, 2003

Hon. Sara Kyle  
Chairman  
Tennessee Regulatory Authority  
460 James Robertson Parkway  
Nashville, Tennessee 37243-0505

Re: *Approval of the Amendment to the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc. and XO Tennessee, Inc. Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996.*

Docket No. 03-00361

Dear Chairman Kyle:

Pursuant to Section 252(e) of the Telecommunications Act of 1996, XO Tennessee, Inc. and BellSouth Telecommunications, Inc. are hereby submitting to the Tennessee Regulatory Authority the original and fourteen copies of the attached Petition for Approval of the Amendment to the Interconnection Agreement dated November 4, 1999. The Amendment incorporates rates, terms and conditions for Circuit Facility Assignments in Attachment 4 of the Agreement.

Thank you for your attention to this matter.

Sincerely yours,

Guy M. Hicks

cc: Dana Shaffer, XO Tennessee, Inc.  
Regulatory Department, XO Communications, Inc.

BEFORE THE TENNESSEE REGULATORY AUTHORITY  
Nashville, Tennessee

In re: *Approval of the Amendment to the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc. and XO Tennessee, Inc. Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996*

Docket No. \_\_\_\_\_

**PETITION FOR APPROVAL OF THE**  
**AMENDMENT TO THE INTERCONNECTION AGREEMENT**  
**NEGOTIATED BETWEEN BELL SOUTH TELECOMMUNICATIONS, INC.**  
**AND XO TENNESSEE, INC.**  
**PURSUANT TO THE TELECOMMUNICATIONS ACT OF 1996**

COME NOW, XO Tennessee, Inc. ("XO") and BellSouth Telecommunications, Inc., ("BellSouth"), and file this request for approval of the Amendment to the Interconnection Agreement dated November 4, 1999 (the "Amendment") negotiated between the two companies pursuant to Sections 251 and 252 of the Telecommunications Act of 1996, (the "Act"). In support of their request, XO and BellSouth state the following:

1. XO and BellSouth have successfully negotiated an agreement for interconnection of their networks, the unbundling of specific network elements offered by BellSouth and the resale of BellSouth's telecommunications services to XO. The Interconnection Agreement was approved by the Tennessee Regulatory Authority ("TRA") on March 28, 2000.

2. The parties have recently negotiated an Amendment to the Agreement. The Amendment incorporates rates, terms and conditions for Circuit Facility Assignments in Attachment 4 of the Agreement. A copy of the Amendment is attached hereto and incorporated herein by reference.

3. Pursuant to Section 252(e) of the Telecommunications Act of 1996, XO and BellSouth are submitting their Amendments to the TRA for its consideration and approval. The Amendment provides that either or both of the parties are authorized to submit the Amendment to the TRA for approval.

4. In accordance with Section 252(e) of the Act, the TRA is charged with approving or rejecting the negotiated Amendment between BellSouth and XO within 90 days of its submission. The Act provides that the TRA may only reject such an agreement if it finds that the agreement or any portion of the agreement discriminates against a telecommunications carrier not a party to the agreement or the implementation of the agreement or any portion of the agreement is not consistent with the public interest, convenience and necessity.

5. XO and BellSouth aver that the Amendment is consistent with the standards for approval.

6. Pursuant to Section 252(i) of the Act, BellSouth shall make the Agreement available upon the same terms and conditions contained therein.

XO and BellSouth respectfully request that the TRA approve the Amendment negotiated between the parties.

This 19<sup>th</sup> day of MAY, 2003.

Respectfully submitted,

BELLSOUTH TELECOMMUNICATIONS, INC.

By: 

Guy M. Hicks  
333 Commerce Street, Suite 2101  
Nashville, Tennessee 37201-3300  
(615) 214-6301  
Attorney for BellSouth

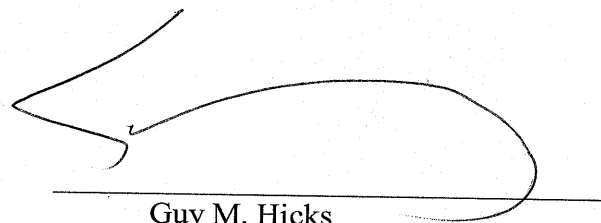
### CERTIFICATE OF SERVICE

I, Guy M. Hicks, hereby certify that I have served a copy of the foregoing Petition for Approval of the Amendment to the Interconnection Agreement on the following via United States Mail on the 19<sup>th</sup> day of MAY, 2003:

Dana Shaffer  
XO Tennessee, Inc.  
105 Molloy Street, Suite 300  
Nashville, TN 37201-2315

XO Tennessee, Inc.  
Regulatory Department  
105 Molloy Street, Suite 300  
Nashville, TN 37201-2315

XO Communications, Inc.  
Regulatory Department  
1730 Rhode Island Ave., NW  
Suite 1000  
Washington, D.C. 20036

  
Guy M. Hicks

**AMENDMENT  
TO THE  
AGREEMENT BETWEEN  
XO TENNESSEE, INC. AND  
BELL SOUTH TELECOMMUNICATIONS, INC.  
DATED NOVEMBER 4, 1999**

Pursuant to this Amendment, (the "Amendment"), XO Tennessee, Inc. ("XO") and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties", hereby agree to amend that certain Interconnection Agreement between the Parties dated November 4, 1999 ("Agreement").

WHEREAS, BellSouth and XO entered into the Agreement on November 4, 1999, and;

NOW THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby covenant and agree as follows:

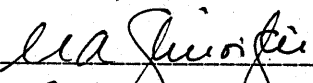
1. Attachment 4, Collocation, Section 4, is hereby amended to add a new Section 4.11 as follows:
  - 4.11 Circuit Facility Assignments (CFAs). Unless otherwise specified, BellSouth will provide CFAs to XO prior to the applicable provisioning interval set forth herein (Provisioning Interval) for those Premises in which XO has a physical collocation arrangement with no POT bay or with a POT bay provided by BellSouth. BellSouth cannot provide CFAs to XO prior to the Provisioning Interval for those Premises in which XO has a physical collocation arrangement with a POT bay provided by XO or a virtual collocation arrangement, until XO provides BellSouth with the following information:
    - 4.11.1 For a physical collocation arrangement with a XO-provided POT bay - a complete layout of the POT panels (equipment inventory update (EIU) form) showing locations, speeds, etc.
    - 4.11.2 For a virtual collocation arrangement - a complete layout of XO's equipment (equipment inventory update (EIU) form), including the locations of the low speed ports and the specific frame terminations to which the equipment will be wired by XO's BellSouth Certified Supplier.
    - 4.11.3 BellSouth cannot begin work on the CFAs until the complete and accurate EIU form is received from XO. If the EIU form is provided ten (10) calendar days prior to the ending date of the Provisioning Interval, then CFAs will be made available by the ending date of the Provisioning Interval. If the EIU form is not received ten (10) calendar days prior to the ending date of the Provisioning Interval, then the CFAs will be provided within ten (10) calendar days of receipt of the EIU form.
    - 4.11.4 BellSouth will bill XO a nonrecurring charge, as set forth in Exhibit A, each time XO requests a resend of its CFAs for any reason other than a BellSouth error in the CFAs initially provided to XO.
2. The Parties agree that the Agreement between XO and BellSouth is hereby amended to add to Attachment 4, Collocation, Exhibit A, Rates, for the state of

Tennessee, the following element and rates identified in Exhibit 1 attached hereto and made a part hereof.

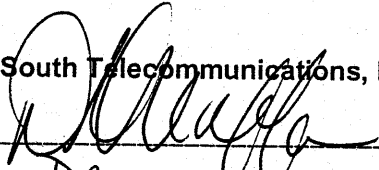
3. All of the other provisions of the Agreement, dated November 4, 1999, shall remain in full force and effect.
4. Either or both of the Parties are authorized to submit this Amendment to the respective state regulatory authorities for approval subject to Section 252(e) of the Federal Telecommunications Act of 1996.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their respective duly authorized representatives and shall be deemed effective the date of the last signature of both Parties.

**XO Tennessee, Inc.**

By:   
Name: Elizabeth R. A. Shiroishi  
Title: Director  
Date: 4/29/03

**BellSouth Telecommunications, Inc.**

By:   
Name: DANA S. MILLER  
Title: VP  
Date: 4/23/03

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